

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF
TENNESSEE AT KNOXVILLE**

FILED

AUG 20 2021

U.S. BANKRUPTCY COURT
Knoxville, Tennessee

In re:

SUSAN CLEAR DUNAWAY, *et al.*

Debtors.

Chapter 7

Case No. 3:21-bk-30226 SHB

M. AARON SPENCER, TRUSTEE

Plaintiff,

-against-

SUSAN CLEAR DUNAWAY, Debtor,

VARO BANK, N.A. Aka Varo Money
Ramie Peters, Ramie Roberts, et al

Defendants.

Adv. Proc. No.

3:21-ap-3036-SHB

**ANSWER AND AFFIRMATIVE DEFENSES
BY MOVANT RAMIE ROBERTS**

Comes the MOVANT /Defendant / Ramie Roberts, "Rai" Roberts, Ramie Renee
Freeman, Ramie Peters, Rai Peters, (no other names needed nor necessary to input as being
inapplicable) a defendant in this adversary proceeding, by and through her own, and for its answer
and affirmative defenses (the "Answer") to the complaint and respectfully answers as follows:

Nature of the Case

1. *This adversary proceeding seeks to avoid certain preferential transfers of property to the Defendants that occurred during the ninety (90) day period prior to the commencement of these chapter 7 case.*

ANSWER: The allegations contained in Paragraph 1 of the Complaint state conclusions concerning the nature of the case, to which no response is required. To the extent that a response is required, Ramie Roberts agrees to the allegations contained in Paragraph 1 of the Complaint. Ramie Roberts has cooperated fully.

Jurisdiction and Venue

2. *The United States Bankruptcy Court for the Eastern District of Tennessee (the "Court") has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory bases for the relief requested herein is section 547 of title 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Rule 7001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 7020-1 of the Local Rules for the United States Bankruptcy Court for the Eastern District of Tennessee.*

ANSWER: The allegations of Paragraph 2 of the Complaint are jurisdictional allegations and legal conclusions to which no response is required.

Parties

3. *Plaintiff is a United States Federal Trustee and certain of his duties and affiliates and debtor and defendants in the above-captioned chapter 7 case are named as such.*

ANSWER: Admits the Banking relationship and Joint usage of Varo Bank, Varo Money with Debtor Susan Clear Dunaway.

4. *Varo Bank, N.A, Varo Money, Inc. is an online banking system without a brick and mortar Building.*

ANSWER: Admits the allegations contained in the Complaint.

5. Plaintiff has requested funds of \$24,000 be seized and a restraining order implemented to avoid transfer of said funds of the Northwestern Mutual life insurance policy of the late, Daniel Lee Stanfill, son of Debtor, Susan Clear Dunaway. Funds were deposited into Varo Bank, N.A., January 2021. Daniel Lee Stanfill died on December 21, 2020. Life Insurance Policy Number : 13224969

ANSWER:

Varo Bank N.A., closed the bank account upon receipt of notice of the plaintiff July 13, 2021. Varo Bank sent a refund check made to Ramie Roberts in the amount of roughly \$1.26. (One dollar and twenty six cents) in July 2021.

On dates, from January 2021 to roughly March 2021, monies were spent on behalf of Debtor Susan Clear Dunaway and by Defendant Ramie Roberts, with a Durable Power of Attorney that was clearly notarized and signed by Debtor Susan Clear Dunaway granting permission to Ramie Roberts, (aka Rai Roberts, Ramie Peters, Rai Peters), to contact Northwestern Mutual and any and all other parties involved, for the benefit of Debtor Susan Clear Dunaway. Funds were used for household and living expenses or for expenses Debtor Susan Clear Dunaway wished to use for her daily living expenses. Debtor was clearly aware and utilized the funds to her benefit and request.

Defendant had money separately deposited into the Varo Bank NA account and these funds were used and shared by the Debtor Susan Clear Dunaway and Defendant Ramie Roberts.

WHEREFORE, Defendant, Ramie Roberts, will resolve any money owed or agreed upon by the Plaintiff, working jointly for an amicable resolution to the case. Defendant Ramie Roberts has cooperated fully and will continue to do so.

Any fraudulent allegations contained in the Complaint, or by allegations of the debtor are not agreed upon by Defendant Ramie Roberts.

that the Court grant such other and further relief as is just and proper.

Dated: August 13, 2021

Knoxville, TN

Respectfully submitted,

A handwritten signature in cursive script that reads "Ramie Roberts".

/s/ Ramie Roberts Pro Se

Certificate of Service was mailed via US Mail Postage Pre paid .

To: Susan Clear Dunaway aka Susan Renee Clear Dunaway
5109 Papermill Road Knoxville TN 37920

M. Aaron Spencer, Trustee
PO Box 900
Knoxville TN 37920-0900
Also, via email.

On 8/15/2021
By: Ramie Roberts
4605 Beaver
Ridge Road
Knoxville TN
37931
/s/ Ramie Roberts